

# **EXHIBIT A**

## **(Title to Real Estate)**

PREPARED BY: LUMPKIN, OXNER & STACY, P.A. (rtm)  
File No. 010-1216

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

## TITLE TO REAL ESTATE

**KNOW ALL MEN BY THESE PRESENTS**, That we, **Kyle N. Young and Jacqueline M. Young**, in the State aforesaid, for and in consideration of the sum of **THREE MILLION THREE HUNDRED FOUR THOUSAND AND 00/100 (\$3,400,000.00) Dollars** to us in hand received at and before the sealing of these presents by **MST, LLC, a Nevada limited liability company doing business as MST Weehaw, LLC, One Breakthrough Way, Las Vegas, Nevada 89135**, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, subject to the matters as set forth below, unto the said **MST, LLC, a Nevada limited liability company doing business as MST Weehaw, LLC, its successors and/or assigns**, forever, the following described real property, to wit:

SPE

2-1009-18.2  
2-1009-18.2.2

All that certain piece, parcel or tract of land situate, lying and being in the County of Georgetown, State of South Carolina containing **Six Hundred Eighty-Seven and Two-tenths (687.2) acres** and being more fully shown on **"Plat of 687.2 Acres, the Remaining Portion of Weehaw Plantation on Black River, Surveyed for MST, LLC, a Nevada Limited Liability Company"**, dated May 20, 2010, prepared by Powers Land Surveying and recorded on June 21, 2010 on Slide 714 at page 10, in the Office of the Register of Deeds for Georgetown County. Said tract of land having such courses, distances, shapes, metes and bounds as will more fully and in detail appear by reference to the aforesaid map which is incorporated herein and made a part and parcel hereof.

TMS#02-1009-018-02-00 and 02-1009-018-02-02

Being a portion of the same premises conveyed to Grantors herein by deed of Sand Dunes Ocean Front Resort, LLC, a South Carolina limited liability company, et al, dated June 24, 2004 and recorded on June 28, 2004 in Deed Book 1529 at page 191 in the Office of the Register of Deeds for Georgetown County.

**THIS CONVEYANCE IS MADE SUBJECT TO** all matters as shown on **"Plat of 687.2 Acres, the Remaining Portion of Weehaw Plantation on Black River, Surveyed for MST, LLC, a Nevada Limited Liability Company"**, dated May 20, 2010, prepared by Powers Land Surveying and recorded on June 21, 2010 on Slide 714 at page 10; to the Conservation Easement and Declaration of Restrictive Covenants made December 29, 1995 between Larry Young and Judy Young and North American Land Trust recorded on December 29, 1995 in Deed Book 669 at page 300; to the Amendment to Conservation Easement and

Declaration of Restrictive Covenants between Kyle N. Young and Jacqueline M. Young and the North American Land Trust dated December 19, 2008 and recorded on December 30, 2008 in Record Book 1122 at page 80; and to all covenants, conditions, restrictions and easements as may be applicable as recorded in the public records of Georgetown County.

**TOGETHER** with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

**TO HAVE AND TO HOLD**, all and singular, the Premises before mentioned, subject to the matters set forth above, unto the said **MST, LLC, a Nevada limited liability company** **doing business as MST Weehaw, LLC, its successors and/or assigns, forever.**

**AND** we do hereby bind ourselves and our heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said **MST, LLC, a Nevada limited liability company doing business as MST Weehaw, LLC, its successors and/or assigns**, against us and our Heirs and Assigns, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

\*\*\*\*\*SEE SIGNATURES ON NEXT PAGE\*\*\*\*\*

**WITNESS** our Hands and Seals, this 16<sup>th</sup> day of June, in the year of our Lord Two Thousand Ten (2010).

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

 (L.S.)  
signature of Witness  
  
signature of Notary  
(same as Acknowledgment below)

 (L.S.)  
Kyle N. Young  
 (L.S.)  
Jacqueline M. Young

\* \* \* \* \*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN ) **ACKNOWLEDGMENT**

The due execution of the foregoing instrument was acknowledged before me this 16th day of June, 2010, by **Kyle N. Young and Jacqueline M. Young**.

Dawn S. G.  
Notary Public for South Carolina  
My Commission Expires: 2/17/2015

(affix seal)

STATE OF SOUTH CAROLINA )  
                                  )  
COUNTY OF GEORGETOWN     )

## AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is 687.2 acres known as Weehaw Plantation, Georgetown County Tax Map Location No. 02-1009-018-02-00 and 02-1009-018-02-02 was transferred by Kyle N. Young and Jacqueline M. Young to MST, LLC, a Nevada limited liability company doing business as MST Weehaw, LLC on June 16, 2010.

3. Check one of the following: The deed is

(a)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.  
(b)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.  
(c)  exempt from the deed recording fee because (See Information section of affidavit):  
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):

(a)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$3,400,000.00.  
(b)  The fee is computed on the fair market value of the realty which is \$.  
(c)  The fee is computed on the fair market value of the realty as established for property tax purposes which is \$.

5. Check Yes  or No  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: \$.

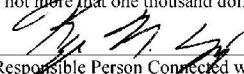
6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here: \$3,400,000.00  
(b) Place the amount listed in item 5 above here: \$-0-  
(If no amount is listed, place zero here.)  
(c) Subtract Line 6(b) from Line 6(a) and place result here: \$3,400,000.00

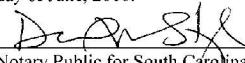
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$12,580.00.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: One of Grantors.

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

  
Responsible Person Connected with the Transaction  
KYLE N. YOUNG

SWORN to before me this 16th  
day of June, 2010.

  
Notary Public for South Carolina  
My Commission Expires: 02/17/2015

Instrument  
20100005674 Book  
Page  
1497 346

# 90701 204 Street

20100005674

Filed for Record in

GEORGETOWN SC

WANDA FREYER, REGISTER OF DEEDS

06-21-2010 at 02:59 PM.

DEED 11.00

STATE TAX 8340.00

COUNTY TAX 3740.00

Book 1497 Page 342 - 346

Wanda S. Freyer

RECORD THIS DATE

  
LINDA S. MOCK  
AUDITOR GEORGETOWN CO.